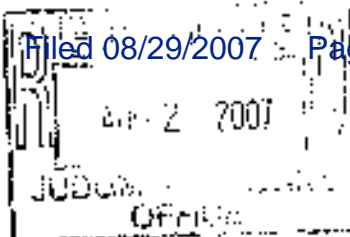


2-751167
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
-----X
ZIM AMERICAN INTEGRATED
SHIPPING SERVICES, INC.,



07 CIV. 6278 (DANIELS)

Plaintiff,

- against -

ABDEEN MARBLE, INC., and
NATURAL STONE TRADING, INC.,

Defendants.
-----X

MEMORANDUM OF LAW

Facts

This action was commenced seeking \$4,487.00 in unpaid ocean freight. Defendants were served on July 13, 2007, and failed to answer.

POINT I

THE COURT MAY ENTER
A DEFAULT JUDGMENT

Under Fed.R.Civ.P. 55(b)(2), the Court may enter a judgment by default, so long as the Court, in its discretion, can ascertain from the facts set forth in the Complaint that a judgment is warranted. Au Bon Pain v. Arctec, Inc., 653 F.2d 61, at 65 (2d. Cir. 1981). Plaintiff submits that the affidavit of Tasos Christ, together with the Complaint, Bill of Lading, and dishonored check, satisfies the requirement of sufficient proof of the accuracy of the allegations of the Complaint.

POINT II

INTEREST AT 6% IS APPROPRIATE

"It is firmly established that [a]llowance of pre-judgment interest in admiralty [actions] . . . should be granted in the absence of exceptional circumstances, and that the rate of pre-judgment interest is within the broad discretion of the district court." Mentor Ins. Co. (U.K.) Ltd. v. Brannkasse, 996 F.2d 506, 520 (2d. Cir. 1993) (Internal citations and quotations omitted.) Plaintiff submits that 6% from the dates of the bills of Lading is proper.

CONCLUSION

Judgment by default, with interest, is appropriate.

Dated: New York, New York
August 24, 2007

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By


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